

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
SOUTHWESTERN DIVISION**

MIKE DOMINICK,

Plaintiff,

v.

**THE MIDWESTERN INDEMNITY
COMPANY,**

Defendant.

)
)
)
)
)
)
)
)
)
)

Case No.: _____

DECLARATION OF BRUCE MOOTHART

Bruce Moothart, pursuant to and in accordance with 28 U.S.C. § 1746, states upon his personal knowledge as follows:

1. I am counsel for Defendant in the above-referenced matter.
2. On October 8, 2014, for the first time, Defendant Midwestern received, through counsel, a "Repair Estimate" supplied by Plaintiff's appraiser, Tom Irmiter of Forensic Building Science, Inc.
3. The "Repair Estimate" details the estimated cost to repair the various category of damages claimed by Plaintiff in this lawsuit, including damage to the: (a) House Roof; (b) Detached Garage Roof; (c) Exterior; (d) Main Stairwell; (e) Bathroom; (f) Blue Bedroom; (g) Master Bedroom; (h) Front Entry; (i) Hallway; (j) Guest Bedroom; (k) Storage Room; (l) Office; (m) Kitchenette; (n) Attic; and (o) General Conditions.
4. When this civil action was originally removed to federal court on August 11, 2014, Defendant Midwestern did not have this "Repair Estimate" to support its argument that the \$75,000 threshold jurisdictional amount contained in 28 U.S.C. § 1332.



5. During the claims process, and prior to receiving the new "Repair Estimate" from Plaintiff's appraiser on October 8, 2014, Plaintiff had only submitted a repair estimate totaling \$36,077.69.

6. Midwestern is a foreign insurance company organized and existing under the laws of the State of New Hampshire, with its principal place of business at 175 Berkeley Street, Boston, Massachusetts. Midwestern is a citizen of New Hampshire and Massachusetts only, and not a citizen of Missouri.

7. I declare under penalty of perjury that the foregoing is true and correct.
Executed on this 7th day of November, 2014.



Bruce Moothart